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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/714,315	11/16/2000	Sharon Greener	3499-91	6479
5668	7590	05/03/2007		
LEE & HAYES, PLLC 421 W. RIVERSIDE AVE. SUITE 500 SPOKANE, WA 99201			EXAMINER AKINTOLA, OLABODE	
			ART UNIT 3691	PAPER NUMBER
			NOTIFICATION DATE 05/03/2007	DELIVERY MODE ELECTRONIC

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

lhpto@leehayes.com

Office Action Summary

Application No.

09/714,315

Applicant(s)

GREENER ET AL.

Examiner

Olabode Akintola

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 28 March 2007.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-4 and 63-77 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-4 and 63-77 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____

DETAILED ACTION

Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

Claims 72-76 are rejected under 35 U.S.C. 101 because the claimed invention is directed to non-statutory subject matter.

Claims are directed to a computer program per se or data structure of a computer or software and therefore not statutory under 35 U.S. C. 101. This is exemplified in *In re Warmerdam* 31 USPQ2d 1754 where the rejection of a claim to a disembodied data structure was affirmed. Thus a claim to a data structure, per se, or other functional descriptive material, including computer programs, per se, is not patent eligible subject matter.

Functional descriptive material claimed in combination with an appropriate computer readable medium to enable the functionality to be realized is patent eligible subject matter if it is capable of producing a useful, concrete and tangible result when used in the computer system. Compare *Warmerdam* to *In re Lowry* 32 USPQ2d 1031 where a memory with a data structure that increased computing efficiency was patentable.

The computer readable medium loaded with a computer program and in association with a computer provides the functional descriptive material in usable form to permit the functionality to be realized with the computer. A program product which does not explicitly include such a medium; a program per se, a signal or other type of transmission media that fails to include the

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hardware necessary to realize the functionality (e.g., a transmitter or a receiver), and a piece of paper with the functional descriptive material written on it are all examples of media which are not believed to enable the functionality to be realized with the computer.

Claim Rejections - 35 USC § 102

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

Claims 64-69, 71-77 and 2-3 are rejected under 35 U.S.C. 102(e) as being anticipated by Pool et al (US 6460020) ("Pool").

Re claims 64, 72 and 77: Pool teaches a computer-implemented method for determining values of multiple interrelated parameters of an e-commerce transaction across multiple currencies to manage a sales risk, comprising: linking the multiple interrelated parameters of the e-commerce transaction in one or more feedback loops such that calculating each parameter affects calculating at least some of the other parameters; wherein calculating each parameter provides an output value used as one of multiple input values for calculating at least some of the other parameters, and calculating each parameter uses as input the output values from calculating at least some of the other parameters; and iteratively calculating the multiple interrelated

parameters using output values from one iteration as input values for the next iteration until stable values within respective thresholds are achieved for each parameter (Abstract, col. 7, lines 28-42, Appendix II (cols. 15-16)).

Re claims 65 and 73: Pool teaches wherein linking the multiple interrelated parameters includes linking one or more of: a sales price for a good or service of the e-commerce transaction; a current price for each of the multiple currencies; a cost for an exchange between two of the multiple currencies; a cost of credit to be extended to a buyer of the good or service; a sales risk of the e-commerce transaction; an amount of insurance to cover the sales price; a cost for the amount of insurance; and a shipping or handling cost (Abstract, col. 7, lines 28-42).

Re claims 66 and 74: Pool teaches receiving one or more real-time feeds of changing input values, wherein each real-time feed provides a dynamic input value for calculating at least some of the multiple interrelated parameters (Abstract, col. 7, lines 28-42).

Re claims 67 and 75: Pool teaches wherein receiving the one or more real-time feeds includes receiving a feed of a dynamic input value selected from the list of dynamic input values: a fluctuating exchange factor between two of the multiple currencies; a fluctuating value of the good or service being transacted; a fluctuating spot price of one of the currencies; a renegotiable currency price; a fluctuating tolerance level for one of the parameters; a fluctuating creditworthiness of the buyer; a fluctuating volume discount factor; a fluctuating buyer discount factor; a fluctuating time window for the e-commerce transaction; a fluctuating sales volume

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history of the good or service; a fluctuating volume of business of the buyer; a fluctuating competing bid; a fluctuating procurement cost of the good or service; a fluctuating risk associated with the buyer or seller; a fluctuating payment history; a current type or designation of the good or service; and a fluctuating amount of collateral (Abstract, col. 6, lines 19-22).

Re claims 68 and 76: Pool teaches wherein in response to receiving a change in one of the dynamic input values, iteratively re-calculating the multiple interrelated parameters a sufficient number of times to obtain a stable value within a threshold for each of the multiple interrelated parameters (Abstract, col. 7, lines 28-42, Appendix II (cols. 15-16)).

Re claim 69: Pool teaches wherein a sales price parameter partly determines and is partly determined by a risk of transaction parameter; wherein the risk of transaction parameter partly determines and is partly determined by an amount of insurance parameter; wherein the sales price parameter partly determines and is partly determined by the amount of insurance parameter; and wherein the sales price parameter is partly determined by a price of currency parameter (Abstract, col. 7, lines 28-42, Appendix II (cols. 15-16)).

Re claim 71: Pool teaches wherein a spot currency price changes a sales price for a good or service of the e-commerce transaction; a currency exchange cost changes the sales price; a cost of credit changes the sales price; a sales risk of the e-commerce transaction changes the sales price; an amount of insurance to cover the good or service changes the sales price; a shipping or handling cost changes the sales price; and the sales price changes the currency exchange cost, the

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cost of credit, the sales risk, the amount of insurance, and the shipping and handling cost (Abstract, col. 7, lines 28-42, Appendix II (cols. 15-16)).

Re claim 2: Pool teaches transmitting via a transmission medium and a communications network, the calculated aggregated price to a network access device with a participant in the transaction wherein the aggregate price is converted to the amount and units of the participant's type of currency (col. 5, lines 58-67).

Re claim 3: Pool teaches transmitting to the network access device a detail of the price, wherein the detail comprises: the cost of credit, based upon the amount of currency involved in the transaction, the period allowed until repayment, the rate of interest, and the volume of business the participant transacts; the cost for exchange of currency; and the amount of first a currency relating to the price of the deliverable good or service (col. 5, lines 58-67, col. 4, lines 16-20).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

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1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

Claims 1,4, 63 and 70 are rejected under 35 U.S.C. 103(a) as being unpatentable over Pool as applied to claim 64 above, in view of Boesch et al (US 5897621) ("Boesch").

Re claims 1,4, 63 and 70: Pool does not explicitly teach determining a cost for credit to be extended to a participant of the e-commerce transaction, wherein the credit is extended based upon one or more of the parameters comprising a volume of business a credit provider conducts with a participant, a type of deliverable and collateral for the credit; calculating a cost for exchange of a first currency to a second currency, wherein the cost of exchange is based upon one or more of the parameters comprising currencies involved in the transaction, an aggregate volume of currency exchanged by the participant and the amount of the associated transaction, and is effective for a predetermined period of time; and calculating an aggregate price to the customer for the good or service wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable; wherein a cost of credit parameter partly determines and is partly determined by a sales price parameter; wherein the cost of credit parameter is partly determined by a creditworthiness parameter; and wherein the sales price parameter is partly determined by the creditworthiness parameter; discounting the cost for exchange of currency according to a volume discount parameter relating to aggregate volume associated with a participant in the transaction.

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Boesch, in the same field of endeavor teaches determining a cost for credit to be extended to a participant of the e-commerce transaction, wherein the credit is extended based upon one or more of the parameters comprising a volume of business a credit provider conducts with a participant, a type of deliverable and collateral for the credit; calculating a cost for exchange of a first currency to a second currency, wherein the cost of exchange is based upon one or more of the parameters comprising currencies involved in the transaction, an aggregate volume of currency exchanged by the participant and the amount of the associated transaction, and is effective for a predetermined period of time; and calculating an aggregate price to the customer for the good or service wherein the aggregate price comprises an aggregate of the cost of credit, the cost for exchange of currency and the amount of first currency relating to the price of the deliverable; wherein a cost of credit parameter partly determines and is partly determined by a sales price parameter; wherein the cost of credit parameter is partly determined by a creditworthiness parameter; and wherein the sales price parameter is partly determined by the creditworthiness parameter (col. 9, lines 11-39); discounting the cost for exchange of currency according to a volume discount parameter relating to aggregate volume associated with a participant in the transaction (col. 8, lines 54-58). It would have been obvious to one of ordinary skill in the art at the time of the invention to modify Pool to include these steps as taught by Boesch. One would have been motivated to do so in order to ensure that these parameters are linked to and dependent on other parameter, thereby enhancing the effectiveness and functionality of the system.

Response to Arguments

Applicant's arguments filed 3/28/2007 have been fully considered but they are not persuasive.

With respect to the 101 rejection, the examiner interprets each “logic” as a software or program per se. Examiner did not reject based on “technological arts”. A program per se, a signal or logic is not in any of the statutory categories under 101. The statutory categories of invention are set forth in 35 USC 101, are new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof.

Re claims 64-69, 71-77, and 2-3: In response to applicants’ argument that Pool fails to teach “calculating the multiple interrelated parameters using output values from one calculation as input values for the next calculation until values within respective thresholds are achieved for each parameter”. Examiner respectfully disagrees. Examiner interprets this limitation as reading on the various calculations for packaging, shipping, taxes, duties, insurance, etc (see col. 7, lines 28-42). All these parameters are all interrelated. The output from the destination is used to calculate the shipping, the cost of shipping determines taxes payable (as a percentage) and the nature/cost of the package determines the amount of insurance. All these parameters depend on one another. Also, examiner asserts that the resultant output of each parameter is within the threshold of each parameter.

Re claims 1, 4, 63, and 70: In response to applicants' argument that Pool and Boesch fail to teach "determining a cost of credit....the credit is extended based upon one or more of the parameters comprising volume of business a credit provider conducts with a participant, a type of deliverable and collateral for the credit". Examiner respectfully disagrees. Boesch discusses differentials as being based on creditworthiness of the users, and that it may be the acceptable deficit balance that the users are allowed to incur (Boesch, col. 8, lines 54-58, col. 9, lines 11-39). Boesch also discusses collateral based approval at col. 9, lines 40-52.

Conclusion

Examiner's Note: Examiner has cited particular portions of the references as applied to the claims above for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that the applicant, in preparing the responses, fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

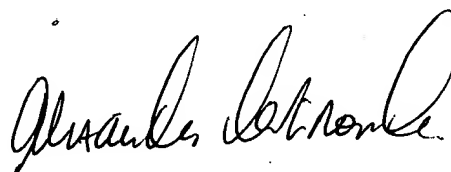
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Olabode Akintola whose telephone number is 571-272-3629. The examiner can normally be reached on M-F 8:30AM -5:00PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on 571-272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

OA



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